

AMENDMENT NUMBER FOUR
TO AN AGREEMENT
BETWEEN
THE CITY OF FRISCO, TEXAS (CITY)
AND
WIER AND ASSOCIATES, INC. (CONSULTANT)
FOR
ENGINEERING
DESIGN SERVICES

Made as of the ____ day of _____ in the year Two Thousand Eight:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 292-4945

and the Consultant: **Wier and Associates, Inc.**
6849 Elm Street
Frisco, Texas 75034
Telephone: (214) 387-8000
Facsimile: (214) 387-8002

for the following Project: **Eldorado Parkway Paving, Drainage and Bridge Improvements, Phase 1 and Phase 2 (Dallas North Tollway to Preston Road)**

The City and Consultant agree as set forth below:

THIS AMENDMENT NUMBER FOUR is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and Wier and Associates, Inc., hereinafter referred to as "Consultant," to be effective from and after the date as provided herein the "Amendment Number Four."

WHEREAS, the City and Consultant entered into that certain Agreement for professional engineering services to design and/or prepare construction documents for the Eldorado Parkway Paving, Drainage and Bridge Improvements (Dallas North

Tollway to Preston Road), dated June 12, 2006, which Agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City and Consultant entered into that certain Amendment Number One to the Agreement for the purpose of extending the scope of the Project (defined in the Agreement) to include Additional Services for the completion of design revisions requested by the City; revising the Consultant's Fee (defined in the Agreement and amended by Change Order #1, approved by the City on September 5, 2006, said change order incorporated herein by reference) to include the provisions of the Additional Services relating to design revisions requested by the City; revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement) allocated towards the completion of the Record Documents for the Project; revising the percentage of the Consultant's Fee (defined in the Agreement) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"); revising the contact address for all notices and communications from Consultant to City permitted or required under the Agreement; revising the Project schedule (defined in the Agreement) to merge the completion of the tasks and required submittals for Phase II of the Project with the schedule of completion for the tasks and required submittals for Phase I of the Project; and modifying the Project schedule (defined in the Agreement) to extend the number of days that Consultant has in order to complete portions of the Project, dated April 6, 2007, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as "Amendment Number One;" and

WHEREAS, the City and Consultant entered into that certain Amendment Number Two to the Agreement and Amendment Number One for the purpose of extending the scope of the Project (defined in the Agreement and amended by Amendment Number One) to include Additional Services for the completion of a design revision requested by the City; referencing the Additional Services in relation to the Project schedule (defined in the Agreement and amended by Amendment Number One); revising the Consultant's Fee (defined in the Agreement and amended by Change Order #1, approved by the City on September 5, 2006, said change order incorporated herein by reference and amended by Amendment Number One) to include the provision of the Additional Services relating to design revisions requested by the City; revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One) allocated towards the completion of the Record Documents for the Project; revising the percentage of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"); referencing the Additional Services for the Project (dated March 12, 2007 and June 8, 2007) in relation to the City's reimbursement of the Consultant's Direct

Expenses for the Project; referencing the Additional Services for the Project (dated March 12, 2007 and June 8, 2007) in relation to the Consultant's submission of invoices to the City for work on the Project; and referencing the Additional Services for the Project (dated March 12, 2007 and June 8, 2007) in relation to the City's ownership of the Project Documents, dated July 17, 2007, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as "Amendment Number Two;" and

WHEREAS, the City and Consultant entered into that certain Amendment Number Three to the Agreement, Amendment Number One and Amendment Number Two for the purpose of extending the scope of the Project (defined in the Agreement and amended by Amendment Number One and Amendment Number Two) to include Additional Services for the completion of a design revision requested by the City; referencing the Additional Services in relation to the Project schedule (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two); revising the Consultant's Fee (defined in the Agreement and amended by Change Order #1, approved by the City on September 5, 2006, said change order incorporated herein by reference and amended by Amendment Number One and Amendment Number Two) to include the provision of the Additional Services relating to design revisions requested by the City; revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and Amendment Number Two) allocated towards the completion of the Record Documents for the Project; revising the percentage of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and Amendment Number Two) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"); referencing the Additional Services for the Project (dated March 12, 2007, June 8, 2007 and January 7, 2008) in relation to the Consultant's submission of invoices to the City for work on the Project; and referencing the Additional Services for the Project (dated March 12, 2007, June 8, 2007 and January 7, 2008) in relation to the City's ownership of the Project Documents, dated March 18, 2008, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as "Amendment Number Three;" and

WHEREAS, the City and Consultant desire to amend the Agreement, Amendment Number One, Amendment Number Two and Amendment Number Three for the purpose of extending the scope of the Project (defined in the Agreement and amended by Change Order #1, approved by the City on September 5, 2006, and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three); referencing the Additional Services in relation to the Project schedule (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three); revising the Consultant's Fee (defined in the Agreement and amended by Change Order #1, approved by the City on September 5, 2006, and amended by Amendment Number One and amended by Amendment Number Two and amended by

Amendment Number Three); revising the percentage of the final payment to the Consultant (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three) allocated towards the completion of the Record Documents for the Project; revising the percentage of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"); referencing the Additional Services for the Project (dated March 12, 2007, June 8, 2007, January 7, 2008 and September 15, 2008) in relation to the Consultant's submission of invoices to the City for work on the Project; and referencing the Additional Services for the Project (dated March 12, 2007, June 8, 2007, January 7, 2008 and September 15, 2008) in relation to the City's ownership of the Project Documents, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as "Amendment Number Four;" and

WHEREAS, the City and Consultant desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant do mutually agree as follows:

1. **Additional Project Services.** City and Consultant agree that this Amendment Number Four amends the Agreement, Amendment Number One, Amendment Number Two and Amendment Number Three for the purpose of, among other things, establishing additional Project services to be performed by Consultant, as more particularly described in the following exhibits, attached hereto and incorporated herein for all purposes:
 - a. Exhibit "N," Scope of Additional Services, dated September 15, 2008.
 - b. Exhibit "O," Compensation Schedule / Project Billing / Project Budget for Scope of Additional Services, dated September 15, 2008.
2. **Amendment to Agreement, Article 1, Section 1.3, Schedule of Work.** Article 1, Section 1.3 of the Agreement (amended by Amendment Number Two and Amendment Number Three) is hereby amended as follows:

“1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B,” the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated March 12, 2007 attached hereto as Exhibit “I,” the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated June 8, 2007 attached hereto as Exhibit “K,” **and** the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated January 7, 2008 attached hereto as Exhibit “M,” **and the Compensation Schedule / Project Billing / Project Budget for Additional Services, dated September 15, 2008 attached hereto as Exhibit “O,”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **September 30, 2008 April 2, 2010.**”

3. **Amendment to Agreement, Article 3, Section 3.1, Consultant’s Compensation.** Article 3, Section 3.1 of the Agreement (amended by Change Order #1, Amendment Number One, Amendment Number Two and Amendment Number Three) is hereby amended as follows:

“3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on a Lump Sum Basis, not to exceed **Four Hundred Eighty-Seven Thousand and 00/100 Dollars (\$487,000.00) Five Hundred Twenty-Seven Thousand and 00/100 Dollars (\$527,000.00).** (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B,” the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revision Requested by City, dated March 12, 2007, as set forth in Exhibit “I,” the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated June 8, 2007 as set forth in Exhibit “K,” **and** the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated January 7, 2008 as set forth in Exhibit “M,” **and the Compensation Schedule / Project Billing / Project Budget for Additional Services, dated September 15, 2008 as set forth in Exhibit “O.”**”

4. **Amendment to Agreement, Article 3, Section 3.1.1, Completion of Record Documents.** Article 3, Section 3.1.1 of the Agreement (amended by Amendment Number One, Amendment Number Two and Amendment Number Three) is hereby amended as follows:

“...3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or “As-Built” Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final ~~three and one-half percent (3.5%)~~ **three and three-tenths percent (3.3%)** of the Consultant’s Fee, or Seventeen Thousand Two Hundred Fifteen and 00/100 Dollars (\$17,215.00). The electronic formatting shall be consistent with the standards established in Exhibit “C,” City of Frisco Guidelines for Computer Aided Design and Drafting (“CADD”). Completion of the Record Documents and/or “As-Built” documents shall be included in the Consultant’s Fee and considered to be within the Scope of Services defined under this Agreement.”

5. **Amendment to Agreement, Article 3, Section 3.1.4.6, TDLR Notice of Substantial Compliance.** Article 3, Section 3.1.4.6 of the Agreement (amended by Amendment Number One, Amendment Number Two and Amendment Number Three) is hereby amended as follows:

“...3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the final ~~three and one-half percent (3.5%)~~ **three and three-tenths percent (3.3%)** of Consultant’s Fee, or Seventeen Thousand Two Hundred Fifteen and 00/100 Dollars (\$17,215.00) shall not be paid until the City is in receipt of the TDLR’s Notice of Substantial Compliance for all Project components and/or phases of the Project.”

6. **Amendment to Agreement, Article 3, Section 3.2, Direct Expenses.** Article 3, Section 3.2 of the Agreement (amended by Amendment Number Two and Amendment Number Three) is hereby amended as follows:

“3.2 **Direct Expenses** – Direct Expenses are included in the Consultant’s Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the

amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated March 12, 2007, as set forth in Exhibit "I," the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated June 8, 2007, as set forth in Exhibit "K," **and** the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated January 7, 2008, as set forth in Exhibit "M," **and the Compensation Schedule / Project Billing / Project Budget for Additional Services, dated September 15, 2008, as set forth in Exhibit "O"** and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment."

7. **Amendment to Agreement, Article 3, Section 3.4, Invoices.** Article 3, Section 3.4 of the Agreement (amended by Amendment Number Two and Amendment Number Three) is hereby amended as follows:

"3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon the completion of each individual task listed in Exhibit "B," Exhibit "I," Exhibit "K," **and** Exhibit "M," **and Exhibit "O."** On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background materials shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges."

8. **Amendment to Agreement, Article 4, Section 4.1, Documents Property of the City.** Article 4, Section 4.1 of the Agreement is hereby amended as follows:
- “4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps and any other information as defined in Exhibit “A,” Exhibit “H,” Exhibit “J,” and Exhibit “L,” and Exhibit “M.” Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps and any other information as defined in Exhibit “A,” Exhibit “H,” Exhibit “J,” and Exhibit “L,” and Exhibit “M” to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City’s own risk.”
9. **Complete Agreement.** This Amendment Number Four, including the exhibits attached hereto and labeled “N” and “O,” both of which are incorporated herein for all purposes, constitutes the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Amendment Number Four may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. Exhibits “N-O” are attached hereto and made a part of the Agreement, Amendment Number One, Amendment Number Two, Amendment Number Three and this Amendment Number Four.
10. **Counterparts.** This Amendment Number Four may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment Number Four. A facsimile signature will also be deemed to constitute an original if properly executed.

11. **Controlling Agreement.** To the extent any provision contained herein conflicts with the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three.
12. **Defined Terms / Ratification of Agreement, Amendment Number One, Amendment Number Two and Amendment Number Three.** Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement, Amendment Number One, Amendment Number Two and Amendment Number Three are hereby ratified and confirmed and shall continue in full force and effect.
13. **Authority to Execute.** The individuals executing this Amendment Number Four represent and warrant that they are empowered and duly authorized to so execute this Amendment Number Four on behalf of the parties they represent.
14. **Entire Agreement / Amendment Number One / Amendment Number Two / Amendment Number Three.** This Amendment Number Four, the Agreement, Amendment Number One, Amendment Number Two and Amendment Number Three embody the entire agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This Amendment Number Four may only be amended by written agreement duly executed by all parties hereto.
15. **Venue.** The Agreement, Amendment Number One, Amendment Number Two, Amendment Number Three and Amendment Number Four shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
16. **Assignment.** This Amendment Number Four may not be assigned except as authorized in the Agreement.

IN WITNESS HEREOF, the parties have executed this Amendment Number Four to the Agreement, and caused this Amendment Number Four to be effective on the latest day as reflected by the signatures below.

CITY

The City of Frisco, Texas

CONSULTANT

Wier and Associates, Inc.

By: _____

George Purefoy

Title: City Manager _____

By: _____

Ulys Lane III, P.E.

Title: Principal _____

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd and Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2008.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF _____:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **ULYS LANE III**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2008.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

EXHIBIT “N”
SCOPE OF ADDITIONAL SERVICES, DATED SEPTEMBER 15, 2008

**Amendment Number Four
to an Agreement by and between
the City of Frisco, Texas (City)
and Wier and Associates, Inc. (Consultant)
for the design and bid package preparation of
Eldorado Parkway Paving, Drainage and Bridge Improvements, Phase 1 and 2
(Dallas North Tollway to Preston Road)**

I. PROJECT DESCRIPTION.

The Additional Services for design and survey include services required to revise the current design plans, including alterations to the existing storm drainage system to route drainage to avoid over-loading the downstream drainage systems as directed by the City Engineering Services Department, based on the City’s area-wide watershed studies.

II. TASK SUMMARY, ADDITIONAL SERVICES.

- A. **Task Eighteen, Preliminary Hydraulic Systems Evaluation** – Consultant will perform preliminary Hydraulic Systems evaluations to confirm routing of portion of watershed to Dallas North Tollway (DNT) at Eldorado Parkway, and routing portions of watersheds to different collection points west of the BNSF Railroad so that runoff will not exceed existing system capacities already in place.
- B. **Task Nineteen, Verification of Existing Storm Drainage Pipe Connection** – Consultant will uncover and field-verify existing storm drain pipe connection elevation for final Hydraulic System Studies.
- C. **Task Twenty, Revision to Horizontal Alignments** – Consultant will re-compute horizontal alignments of storm drain systems west of the BNSF Railroad to the DNT in order to redirect runoff as determined by hydraulic studies.
- D. **Task Twenty-One, Revision to Storm Drainage Plan Sheets** – Consultant will revise storm drain pipe and profile sheets for all revised mains and laterals west of the BNSF Railroad.
- E. **Task Twenty-Two, Revision to Drainage Area Maps** – Consultant will revise drainage area maps and all hydraulic calculations west of the BNSF Railroad.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED SEPTEMBER 15, 2008

- F. **Task Twenty-Three, Revision to Overall Design Plans** – Consultant will revise paving, traffic control, water, and pavement marking plans to reflect the revised storm drainage pipe locations and sizes.
 - G. **Task Twenty-Four, Revisions to Bid Quantities** – Consultant will revise quantity sheets and the Bid Proposal to reflect the storm drainage system design revisions.
 - H. **Task Twenty-Five, Revision to Storm Drain Locations** – Consultant will revise water crossing and lowering plans for the revised storm drainage locations.
 - I. **Task Twenty-Six, Preparation of Revised Easement Exhibits** – Consultant will prepare revised easement exhibits and legal descriptions for revised storm drainage easements.
- III. ITEMS NOT INCLUDED IN THE SCOPE OF ADDITIONAL SERVICES** – City and Consultant agree that the following services are beyond the Scope of Additional Services (dated September 15, 2008) described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:
- A. **Scope of Additional Services for the Project in relation to Article 3, Section 3.1.2 of the Standard Form of Agreement** – Under the Scope of Additional Services (dated September 15, 2008) of this Amendment Number Four, Consultant shall not be responsible for performing Construction Administration Services (including construction inspection and/or observation) for either phase of the Project; either on a full-time or part-time basis (unless requested and approved in writing).
 - B. Geotechnical borings and studies.
 - C. Traffic Studies.
 - D. Section 404 Permitting.
 - E. Right-of-Way documents in excess of that as stated in the Agreement or in excess of that as stated above.
 - F. Construction Phase Survey layout services.
 - G. Environmental Assessments.

EXHIBIT “N”
SCOPE OF ADDITIONAL SERVICES, DATED SEPTEMBER 15, 2008

H. Noise Abatement Studies.

IV. DELIVERABLES.

A. **Required Deliverables for Tasks Eighteen (18) through Twenty-Six (26)** – At the completion of Tasks Eighteen (18) through Twenty-Six (26), Consultant shall ensure the delivery of the following products to City:

1. All deliverables as stated in Exhibit “A,” Section V (A) of the Agreement shall include the work associated with the completion of Task Eighteen (18), Task Nineteen (19), Task Twenty (20), Task Twenty-One (21), Task Twenty-Two (22), Task Twenty-Three (23), Task Twenty-Four (24), Task Twenty-Five (25), and Task Twenty-Six (26) prior to submittal to the City. Consultant shall make all necessary revisions and/or updates to the deliverables prior to submittal to the City.

EXHIBIT "O"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR SCOPE OF ADDITIONAL SERVICES, DATED SEPTEMBER 15, 2008

Amendment Number Four
to an Agreement by and between
the City of Frisco, Texas (City)
and Wier and Associates, Inc. (Consultant)
for the design and bid package preparation of
Eldorado Parkway Paving, Drainage and Bridge Improvements, Phase 1 and 2
(Dallas North Tollway to Preston Road)

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
October 7, 2008	--	City Council approval of Resolution authorizing the City Manager to execute Amendment Number Four; City issues Notice to Proceed to Consultant.
October 21, 2008	--	Consultant's receipt of fully executed Amendment Number Four.
November 7, 2008	\$ 4,444.00	Task Eighteen, Preliminary Hydraulic Systems Evaluation (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
November 7, 2008	\$ 4,444.00	Task Nineteen, Verification of Existing Storm Pipe Connection (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
November 7, 2008	\$ 4,444.00	Task Twenty, Revision to Horizontal Alignments (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
November 7, 2008	\$ 4,444.00	Task Twenty-One, Revision to Storm Drainage Plan Sheets (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).

EXHIBIT "O"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR SCOPE OF ADDITIONAL SERVICES, DATED SEPTEMBER 15, 2008

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
November 7, 2008	\$ 4,444.00	Task Twenty-Two, Revision to Drainage Area Maps (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
November 7, 2008	\$ 4,444.00	Task Twenty-Three, Revision to Overall Design Plans (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
November 7, 2008	\$ 4,444.00	Task Twenty-Four, Revisions to Bid Quantities (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
November 7, 2008	\$ 4,444.00	Task Twenty-Five, Revision to Storm Drain Locations (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
November 7, 2008	\$ 4,448.00	Task Twenty-Six, Preparation of Revised Easement Exhibits (Task Completed and all task-related deliverables completed as stated in Exhibit "N" and accepted by the City).
PROJECT GRAND TOTAL (Not-to-Exceed)	\$ 40,000.00	--

EXHIBIT "O"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR SCOPE OF ADDITIONAL SERVICES, DATED SEPTEMBER 15, 2008

II. PROJECT BUDGET SUMMARY.

A.	Description of Additional Services (dated September 15, 2008).	
1.	Preliminary Hydraulic Systems Evaluation.	\$ 4,444.00
2.	Verification of Existing Storm Pipe Connections.	\$ 4,444.00
3.	Revision to Horizontal Alignments.	\$ 4,444.00
4.	Revision to Storm Drainage Plan Sheets.	\$ 4,444.00
5.	Revision to Drainage Area Maps.	\$ 4,444.00
6.	Revision to Overall Design Plans.	\$ 4,444.00
7.	Revisions to Bid Quantities.	\$ 4,444.00
8.	Revision to Storm Drain Laterals.	\$ 4,444.00
9.	Preparation of Revised Easement Exhibits.	\$ 4,448.00
B.	<i>Grand Total, Additional Services</i> <i>(dated September 15, 2008) (Not-to-Exceed).</i>	\$ <u>40,000.00</u>